

This Trintech Support Addendum (“**Addendum**”) is made a part of the Subscription Services Agreement (the “**Agreement**”) between Trintech and Subscriber found at <https://www.trintech.com/terms-and-conditions/cadency/>. All capitalized terms used but not defined herein will have the meanings assigned to them in the Agreement. This Addendum may be updated from time to time by Trintech in its sole discretion provided that such updates will not materially reduce the 99.9% Availability of Supported Services or other associated obligations of Trintech.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Addendum:

“**Availability**” means the production instance of Supported Services can be accessed by authorized Users of Subscriber during a calendar month.

“**Emergency Maintenance**” means maintenance to Supported Services that may be occasionally required to apply critical security updates to maintain availability of the Supported Services. Emergency Maintenance is typically scheduled outside of normal weekday business hours during a one-hour window with actual impacts to Supported Services limited to five minutes or less. Trintech will notify Subscriber of Emergency Maintenance with two weeks’ advance notice when possible.

“**Excused Downtime**” means: (a) Scheduled Maintenance; (b) Emergency Maintenance; and (c) any time the Subscription Services are not Available due to circumstances beyond Trintech’s reasonable control, including modifications of the Subscription Service by any person other than Trintech or a person acting at Trintech’s direction, a Force Majeure Event, general Internet outages, failure of Subscriber’s infrastructure or connectivity (including direct connectivity and virtual private network (“VPN”) connectivity to the Subscription Services), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

“**Issue**” means a defect, vulnerability, error, or other event attributable to Trintech or Trintech’s service providers that may affect the availability, functionality, or operability of the Services.

“**Scheduled Maintenance**” means system and software upgrades, service packs, hardware replacements and upgrades, and maintenance and backup procedures for Supported Services. Scheduled Maintenance will be communicated two weeks in advance and will occur on the weekend. Scheduled Maintenance is performed monthly on the third Saturday of each calendar month.

“**Support**” means assistance provided to Subscribers of Supported Services by Trintech personnel to provide resolution to various Issues, as provided in this Addendum. Support is provided through the Success Center found at <https://success.trintech.com/>, or via telephone as provided herein.

“**Supported Services**” has the meaning as provided in **Trintech’s Service Upgrade Policy** found at <https://www.trintech.com/terms-and-conditions/cadency/>.

“**Updates**” means releases (including patches and hotfixes) to the Subscription Service applied by Trintech to Subscriber’s instance of the Subscription Service. Updates do not generally include new functionality.

“**Upgrades**” are new Versions of the Subscription Service applied by Trintech to Subscriber’s instance of the Subscription Service during the term of the Agreement.

“**Version(s)**” means a complete solution of the Subscription Service with new features or enhancements, including previously released Updates, if applicable.

2. SUBSCRIBER SUPPORT

2.2 Scope. Support is provided to current Subscribers of Trintech Services that are not in default of any payment or other material obligations under the Agreement. Support does not include:

- implementation, configuration, integration, or customization of Services;
- training;
- defects or other problems arising from modification of the Subscription Services made by any third party other than Trintech or a party acting under the direction of Trintech; or,
- Issues arising with Subscription Services that are not Supported Services.

2.3 Support Access. Support is available 24 hours a day, 7 days a week, 365 days per year and may be accessed through the Success Center, or at the telephone number listed below. Technical support and consultation for Supported Services is only provided in the English language unless otherwise provided in an Order. Subscriber acknowledges that from time-to-time Trintech may need to transfer Subscriber Data within Subscriber’s secure network in order to provide Support.

Success Center: <https://success.trintech.com/>

Telephone: Inside US 1-800-317-7998
 Outside US +1 972-982-0100
 EMEA Number: +44 (0) 8706 260729

2.4 Support Contact Structure.

2.4.1 Level 0 - Subscriber

- Subscriber must designate 2-5 individuals (“Designated Users”) who can contact Trintech for Support. These Designated Users may be administrators, IT personnel, or super Users.
- Designated Users must have attended initial training sessions for the Supported Service or attended subsequent Trintech administrator trainings.
- Subscribers are responsible for taking the first line of support needs and all Issues and queries must first be addressed by Designated Users. Designated Users must try to isolate the problem and eliminate other factors as potential causes, including Subscriber internet and network issues. Designated Users are required to provide sufficient information and data to assist Trintech resolve any reported errors.
- Only unresolved Level 0 issues should be raised to Level 1 Support. For Critical and High Priority Issues, Subscribers are advised to call Trintech immediately at the numbers provided in this Addendum.

2.4.2 Level 1 – Trintech

- Support includes logging the request into Trintech’s tracking system, determining the severity and priority of the issue, and attempting to resolve the Issue.
- Level 1 Support may also require further analysis and resolution. Subscriber will be informed if the Issue falls outside the parameters of Support.
- In the event the Subscriber’s request for Support falls outside of the Support parameters and is not an Issue, Subscriber may request further assistance from Trintech via Professional Services and a Statement of Work.
- If Trintech is unable to resolve the Issue using Level 1 resources then the Issue will be escalated to Level 2.

2.4.3 Level 2 – Trintech

- Trintech will receive an unresolved Level 1 Support Issue request.
- Level 2 Support provides resolution expertise in areas specific to the nature of the Issue. A call-back may be required depending on the severity of the Issue. Level 2 Support may also require further analysis and resolution. If Trintech is unable to resolve the Issue using Level 2 resources, then the Issue will be escalated to engineering or other appropriate Trintech resources.

2.4.4 Support Escalation

- Trintech’s assigned engineering and development resources will receive an unresolved Level 2 Support Issue for resolution.
- These additional Trintech resources will work with the Level 2 Support team to resolve Issues related directly to product development.
- Issues may require involvement of other teams or departments within Trintech, and Subscriber will be notified accordingly.
- Escalation Support is only available 8:00 AM– 6:00 PM CST (Central Standard Time) in the US.

2.5 Service Issues.

2.5.1 Definitions. The following definitions for Issue severity will apply to Subscriber’s use of any Supported Service:

Definitions		
Critical	P1	Issue that causes Supported Services to not be Available or poses an immediate functional or operational risk.
High Priority	P2	Issue that is likely to pose an immediate functional or operational risk to Supported Services.
Medium Priority	P3	Issue that is likely to pose a functional or operational risk to Supported Services under limited circumstances but does not introduce system wide risks or expose sensitive Subscriber Data.
Low Priority	P4	Issue that has a low impact and is highly unlikely to pose a functional or operational risk to Supported Services.

2.5.2 **Issue Remediation, Response, and Report Back for Supported Services.** Trintech will provide the following incident remediation, incident response, and incident report back timelines for Subscribers of Supported Services.

Issue Remediation		Issue Response	Issue Report Back
P1	Immediately via a hotfix that targets all Supported Services.	Within 30 minutes.	Every 2 hours with a status update including current steps, next steps, and an estimated time of resolution.
P2	As soon as possible via a cumulative update for all Supported Services.	Within 2 hours.	Every 24 hours with a status update including current steps, next steps, and an estimated time of resolution.
P3	Placed into the backlog and remediated in the next appropriate release for all Supported Services.	None.	None.
P4	In Trintech’s sole discretion if such Issue is remediated for Supported Services.	None.	None.

2.5.3 **Issue Resolution Time Objectives for Supported Services.** Trintech will provide Subscribers with the following Issue Resolution Time Objectives for all Supported Services.

Issue Resolution Time Objectives	
P1	Trintech will make best efforts to resolve 80% of P1 Issues within 24 hours.
P2	Trintech will make best efforts to resolve 80% of P2 Issues within 72 hours.
P3	Trintech will make best efforts to resolve 80% of P3 issues in the next release of the Subscription Services.
P4	Trintech does not have a stated resolution time objective for P4 issues.

2.5.4 **Business Continuity.** Trintech’s Business Continuity plan is designed to allow for recovery within four (4) hours from the time an Issue creates the need for a recovery event. The Business Continuity plan shall include, without limitation, the following elements:

- Servers architected with dual components where possible such as dual NICs, dual power supplies, dual CPUs, etc.;
- Redundant firewalls;
- Redundant networking;
- Daily backups beginning at approximately 2:00 AM (in the local time zone of the data center) including full weekly and daily differential. Backups are retained offsite for four (4) weeks unless otherwise agreed to between the Parties;
- Data center architecture with industry standard cooling, power, fire controls; and,
- Secondary facility.

2.5.5 **Network Monitoring and Response.** Trintech will monitor the status and any events on Trintech network devices, including network availability and backup success. In addition, Trintech will monitor database sizing and job loads and provide suggestions to Subscriber to achieve optimal performance metrics.

3. SUPPORTED SERVICES, AVAILABILITY, AND SERVICE CREDITS

3.1 **Generally.** Trintech provides 99.9% Availability of Supported Services for Subscribers during each calendar month. Availability of Supported Services is calculated using Trintech’s system logs and other records, is made available to Subscribers on a monthly basis, and excludes all Excused Downtime.

3.2 **Service Credits.** If in any calendar month Trintech fails to meet the 99.9% Availability and Subscriber experiences an actual negative impact (examples include but are not limited to Subscriber’s inability to log into or access the Supported Services, or inoperability of core functionality of the Supported Services), then upon request from Subscriber, Trintech will provide a service credit in accordance with the table below.

Monthly Availability	Service Credit *
95% - 99.89%	3%
90% - 94.99%	5%
Less than 90%	10%

** All service credits are calculated based on the Subscriber’s previous month’s fees for use of the Supported Service and will be calculated on a pro rata basis for all Subscription Services paid annually or quarterly in advance.*

3.3 **Requesting Service Credits.** Service credits must be requested by Subscriber not later than 10 days from the end of the applicable month in which Trintech failed to achieve 99.9% Availability within the Success Center at <https://success.trintech.com/>. Subscribers that are past due or in default with respect to any payment or other material obligations to Trintech are not eligible for any service credits. Service credits that are requested by Subscriber and validated by Trintech will be applied to the next invoice for Subscription Services. In no event will Trintech provide a refund to Subscriber of any pre-paid Services to satisfy service credit requests of Subscribers.

4. SERVICE UPGRADES AND UPDATES

Trintech will provide Upgrades to Subscriber’s Version of the Subscription Service at no additional fee during the term of the Agreement. Updates will be applied to Subscriber’s Version of the Subscription Service at no additional fee during the term of the Agreement. Trintech may provide new functionality to the Subscription Services either: (a) as an Upgrade, or (b) as different software or service for a separate fee. Trintech determines whether and when to develop, release, and apply any Upgrade or Update to Subscriber’s Version of the Subscription Service. **Trintech’s Service Upgrade Policy** can be found at <https://www.trintech.com/terms-and-conditions/cadency/>. Trintech will use reasonable efforts to give Subscriber’s 30 days’ prior notice of any Upgrade to the Subscription Service. Trintech will use reasonable efforts to give Subscriber 10 days’ prior notice of any Update. Notwithstanding the foregoing, Trintech may provide Subscriber with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of Trintech it is necessary to: (i) maintain the availability, security, or performance of the Subscription Service; (ii) comply with applicable law; or (iii) avoid infringement or misappropriation of any third-party intellectual property rights.

5. INSURANCE COVERAGE. Trintech will maintain the following insurance coverage during the term of the Agreement with Subscriber:

- 5.1 Workers Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements;
- 5.2 Employers’ Liability Insurance covering Trintech’s employees in an amount not less than \$1,000,000 for bodily injury by accident and \$1,000,000 per employee for bodily injury by disease;
- 5.3 Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury and advertising injury arising out of the Services provided by Trintech under this Agreement, with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate.
- 5.4 Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount not less than \$1,000,000 per accident, combined single limit.
- 5.5 Combined Technology Errors’ & Omissions Policy with a \$2,000,000 per claim limit, including: (a) Errors and Omissions Liability Insurance providing coverage for the Services in this Agreement (which coverage will be maintained for at least two years after termination of this Agreement); and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches, and system attacks, as well as infringements of copyright and trademark that might result from this Agreement.
- 5.6 Excess Liability over Employers’ Liability, Commercial General Liability, and Commercial Automobile Liability, with a \$5,000,000 aggregate limit. Additional insured applies only in the event of a loss due to Trintech negligent acts.